

EXHIBIT C

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25

IN THE UNITED STATES DISTRICT COURT
IN AND FOR THE DISTRICT OF DELAWARE

- - -

UNILOC USA, INC. and UNILOC : CIVIL ACTION
LUXEMBOURG, S.A., :
 :
Plaintiffs, :
 :
vs. :
 :
MOTOROLA MOBILITY, LLC, :
 :
Defendant. : NO. 17-1658 (CFC)

- - -

Wilmington, Delaware
Thursday, October 1, 2020
4:00 o'clock, p.m.
***Telephone conference

- - -

BEFORE: HONORABLE COLM F. CONNOLLY, U.S.D.C.J.

- - -

APPEARANCES:

O'KELLY ERNST & JOYCE, LLC
BY: SEAN T. O'KELLY, ESQ.

-and-

Valerie J. Gunning
Official Court Reporter

1 **APPEARANCES (Continued) :**

2
3 **PRINCE LOBEL TYE LLP**
4 **BY: JAMES J. FOSTER, ESQ. and**
5 **AARON JACOBS, ESQ.**
6 **(Boston, Massachusetts)**

7
8 **Counsel for Plaintiffs**

9
10 **MORRIS, NICHOLS, ARSHT & TUNNELL LLP**
11 **BY: KAREN JACOBS, ESQ.**

12 **-and-**

13 **QUARLES & BRADY LLP**
14 **BY: MARTHA JAHN SNYDER, ESQ.**
15 **(Madison, Wisconsin)**

16 **Counsel for Defendant**

17 **- - -**
18
19
20
21
22
23
24
25

P R O C E E D I N G S

(The following telephone conference was held in chamber beginning at 4:00 p.m.)

THE COURT: All right. Good afternoon, counsel. Can I have a roll call? It is the defendant's motion, so I will start with the defendant.

MS. JACOBS: Good afternoon, Your Honor. This is Karen Jacobs from Morris Nichols for Motorola Mobility and I have on the line with me Martha Snyder from Quarles & Brady.

THE COURT: All right. Thank you. And then for the plaintiffs?

MR. O'KELLY: Good afternoon, Your Honor. This is Sean O'Kelly from O'Kelly & Ernst for Uniloc.

With me on the phone is Jim Foster and Aaron Jacobs, both from Prince Lobel Tye.

THE COURT: All right. Great.

All right. Defendant, it's your motion.

MS. SNYDER: Thank you, Your Honor. This is Martha Snyder from Quarles & Brady.

This is a motion -- our motion is a motion to dismiss based on the named plaintiffs' lack of constitutional standing. Because of the time of the

1 complaint that was filed in November 2017, our position is
2 that plaintiff could not have suffered an injury in fact
3 from Motorola's alleged infringement.

4 We are in the submission today based on an issue
5 of Uniloc's own making. Uniloc's Luxembourg Uniloc S.A. are
6 entities that are in the position of obtaining, enforcing
7 and licensing patents. They are not a manufacturing company
8 that sometimes obtains and enforces a patent much to the
9 distraction of the core business.

10 Now, Uniloc entities are in the business of
11 patents, and they are one of the more prolific patent
12 enforcement shops. So when Uniloc Lux entered into a
13 revenue sharing agreement in exchange for significant
14 investment from Fortress that included a provision allowing
15 Fortress to grant sublicenses at will once triggered by an
16 event of default, Uniloc Lux knew what it was doing.

17 When Uniloc USA express consent in the patent
18 license agreement with Fortress back in December 2014
19 acknowledging the relationship between the patent license
20 agreement and Uniloc USA's purported exclusive license from
21 Uniloc Lux, Uniloc USA also knew what it was doing.

22 Similarly, the events of default at play --
23 excuse me. The events of default at play, events of default
24 at play here, each of which allowed Fortress to exercise its
25 own set of rights to grant sublicenses are not nuanced.

1 March 31st, 2017, Uniloc was required to hit a
2 revenue minimum. They did not. On June 30th, 2017, Uniloc
3 was required to hit a revenue minimum. They did not.

4 At the time the revenue sharing agreement was
5 signed on December 30th, 2014, Uniloc represented that its
6 patents, which served as the whole collateral to the
7 agreement, were valid and enforceable and not subject to
8 challenges to that validity. This representation was not
9 true. It was not accurate, I should say.

10 When the parties amended the revenue sharing
11 agreement on May 15, 2017, Uniloc again represented that its
12 patents were valid and enforceable and not subject to
13 challenges to that validity. That again was not accurate.
14 And these representations were material.

15 Uniloc's business model and thus its revenue is
16 based on enforcing licensing patents -- excuse me.
17 Enforcing and licensing patents. Without valid patents, its
18 revenue stream dries up as do the recurrence of Fortress.

19 In that May 15, 2017 amendment, Uniloc also
20 represented that it had not provided licenses or covenants
21 to sue outside of those identified in list of existing
22 licenses. This also is not accurate. Based on public
23 records, we have been able to identify at least six parties
24 who entered into stipulations for dismissal with prejudice
25 with Uniloc Lux and Uniloc USA who were not identified in

1 the existing license. Any bar to Fortress' right to
2 sublicense was lifted. As an initial matter, there's
3 nothing in the patent license agreement that states that
4 Fortress' sublicensing rights turned off, so to speak, if
5 all of the triggers events of default happened properly
6 later here. However, even if we give Uniloc the benefit of
7 the doubt that Fortress' sublicensing rights could be turned
8 on and off depending on when Uniloc was in default and when
9 it wasn't, Uniloc has not shown that it met the express
10 requirement of the revenue sharing agreement to "annul" the
11 events of default identified by Motorola.

12 Uniloc does not contend that any events of
13 default were waived in writing. Uniloc does not contend
14 that a subsequent amendment included express terms secure
15 the effect of default. At most, Uniloc submits a
16 declaration from a Fortress employee who did not profess to
17 have a firsthand contemporaneous knowledge of the facts and
18 who stands to benefit from Uniloc winning its argument, that
19 the act of Fortress continuing to invest in Uniloc indicates
20 that they didn't have a problem with Uniloc's conduct and/or
21 considered any these of secured.

22 First, whether Fortress had a problem with
23 Uniloc's performance is not the same inquiry as to whether
24 Uniloc committed a breach of the terms. Fortress' decision
25 not to, for example, terminate the agreement because on the

1 whole, Uniloc performance was good enough is a business
2 decision and is not the same inquiry as to whether it
3 relinquished the right to grant a sublicense as of the time
4 the dispute was filed just as whether Fortress decided to
5 exercise its right to sublicense in an effort to protect its
6 collateral is not the same inquiry as to whether it had a
7 right to sublicense other parties, including Motorola.

8 Second, the May 15, 2017 amendment cannot
9 operate to secure Uniloc's events of default. Under New
10 York law, secure is to (inaudible) those legal defects or to
11 correct legal errors. To waive is to intentionally
12 relinquish known rights.

13 The subsequent investment cannot be said to have
14 corrected the legal defects of Uniloc's failure to meet its
15 revenue minimum on March 31st, 2017, or failing to disclose
16 that its patents were under attack as of the December 2014
17 agreement. And the revenue sharing agreement at Section
18 9.4.2 expressly states that the parties' force of conduct
19 cannot operate the waiver. Moreover, while Mr. Komer
20 professes that Fortress' views of the May 15, 2017 agreement
21 is wiping the slate clean, he does not address the fact that
22 Uniloc failed to meet the revenue minimum as of June 30,
23 2013.

24 At the time the case was filed, Fortress could
25 have granted a royalty-free sublicense to Motorola out from

1 under Uniloc. Whether they would have is irrelevant here,
2 because the contractual rights establish that plaintiffs
3 could not have suffered injury in fact, which by the way is
4 their burden to prove.

5 While Uniloc put up its best effort to prevent
6 any defendant, Motorola included, from discovering that
7 Uniloc's standing suffered from these fatal flaws --

8 THE COURT: You know what I want you to do? I
9 want you to go through two things.

10 MS. SNYDER: Yes.

11 THE COURT: So let's just assume for argument's
12 sake, and I'm going to ask you to spell it out, but
13 basically you're alleging that they didn't act in good faith
14 in this litigation in terms of their discovery disclosures
15 about standing, right, because they basically had all of
16 this information made available to them or they knew they
17 had this information. It was relevant to the issues based
18 on the Apple case and they basically hid it from you all.
19 Right?

20 Is that kind of a summary of your position?

21 MS. SNYDER: That's -- that is, yes, that's
22 fair.

23 THE COURT: Okay. So, and I mean, feel free to,
24 you know, tell me I'm not right. I'm just trying to kind of
25 cut, you know, to the nub here.

1 So the first question I have is: So let's just
2 assume for argument's sake that I'm very troubled by the
3 fact that, you know, they're in front of Judge Alsop. They
4 know this is the issue and they are not complying. They are
5 not complying with discovery responses to produce what
6 clearly is relevant, and we know that they had it because of
7 the California case.

8 Why is that relevant as a legal matter? And
9 tell me, you know -- well, just be very precise. Tell me
10 why it's relevant for a legal matter in terms of the issues
11 before me.

12 MS. SNYDER: So it's relevant as a legal matter
13 as to the question of whether the dismissal should be with
14 or without prejudice. It's not relevant to the question of
15 constitutional standing.

16 That is a question that stands on its own. It's
17 just a matter of their litigation conduct and how egregious
18 it is such that the Court, Your Honor, could exercise its
19 discretion in dismissing with prejudice in this case.

20 THE COURT: Is it relevant to the Rule 25(c)
21 question? All right. Are you looking up Wright & Miller or
22 something right now?

23 MS. SNYDER: Is it relevant? I'm sorry. I'm
24 pondering that. Is it relevant to the 25(c) question?

25 THE COURT: Well, let's step back. What is the

1 standard for me deciding whether I should grant a motion
2 pursuant to 25(c)?

3 MS. SNYDER: So a motion to substitute is
4 whether or not there is a proper, I mean, there's a
5 discretionary component of it, but it's also a question of
6 whether or not they are the proper party.

7 THE COURT: So what am I supposed to consider in
8 the discretionary component?

9 MS. SNYDER: Whether or not it would be
10 efficient, whether it would be efficient and/or prejudicial
11 to defendants in that case and whether the substitution
12 would be futile.

13 THE COURT: So is their behavior relevant to
14 exercising discretion under 25(c)?

15 MS. SNYDER: It's relevant as to the ongoing
16 prejudice to Motorola. The prejudice to Motorola has been
17 that we've -- I mean, they concealed discovery for months.
18 We had to take discovery of plaintiffs that they now say are
19 irrelevant. They hid the fact that the plaintiff that they
20 claim is the actual relevant plaintiff was not responding to
21 discovery, was not subject to discovery, and so there has
22 been ongoing prejudice.

23 THE COURT: And is that relevant to the inquiry
24 under 25(c)?

25 MS. SNYDER: I mean, it's relevant -- I'm sorry.

1 Go ahead.

2 THE COURT: No. You go ahead.

3 MS. SNYDER: I was going to say it's relevant
4 into the effect that they can't show good -- I mean, for one
5 thing, they can't show good cause for having waited this
6 long. They knew as well in advance of the time that was set
7 by the Court to add additional parties that Uniloc 2017 was
8 held right from the patent. They completely disregarded
9 that deadline and no ability to show good cause as to why
10 they would move at this late stage.

11 THE COURT: All right. Anything else?

12 MS. SNYDER: And, Your Honor, just to be clear,
13 I mean, I understand that you're asking about the 25(c)
14 motion, but obviously, they, with respect to our argument
15 that they are, that plaintiffs are not, don't have
16 constitutional standing in the first instance, adding
17 Uniloc 2017 is not going to cure that at this stage,
18 and so I wanted to be clear that we're talking about that
19 as well.

20 THE COURT: Okay. So if I agree with you that
21 there was no cure and I agree with you that Fortress had a
22 license, then is anybody, or was anybody able to sue for
23 patent infringement? Did anybody have standing at the time
24 this suit was filed?

25 MS. SNYDER: At the time this suit was filed,

1 no, no one had standing, constitutional standing to sue for
2 patent infringement because the right for Fortress to
3 sublicense undermined, sufficiently undermined the
4 exclusionary right of Uniloc's Lux USA.

5 THE COURT: Are you troubled by that fact? I
6 mean, you are saying people can relinquish and I guess make
7 a nullity essentially by accident, a right to enforce a
8 patent?

9 MS. SNYDER: So, Your Honor, I will be honest
10 and that was part of in my opening remark why I made the
11 distinction here that Uniloc is a patent enforcement entity.
12 If it were entirely an accident by an unsophisticated party,
13 would I be troubled? Possibly. This is not that case. And
14 it's the law, and I know that the law, the Federal Circuit
15 cases have thus far primarily dealt with instances where
16 there has been a patent owner and a licensee and we're
17 looking at the exchange of rights between those two
18 entities, but with respect to whether we introduce the third
19 party, the third party absolutely undermines their claim to
20 an injury in fact. And I understand why that could be
21 arguably concerning, but it is, it's the law in terms of
22 being able to establish a constitutional right to bring
23 enforcement actions. They simply didn't have an injury
24 in fact and maybe they didn't appreciate the consequences of
25 what they were doing, but they knew the actions that they

1 were taking.

2 There's still -- obviously, there's still a
3 benefit to being a patent owner.

4 THE COURT: What's that?

5 MS. SNYDER: A benefit to being a patent owner
6 is for a time period you can't enforce.

7 THE COURT: Right.

8 MS. SNYDER: Is that the question?

9 THE COURT: Yes.

10 MS. SNYDER: Okay. So I mean there's a benefit
11 to being a patent owner being able -- you know, not being
12 sued by others. There's a benefit to a patent owner for the
13 fact that you can cure that situation. No, you can't cure
14 once you've actually filed suit, but you can dismiss if you
15 file suit, fix the contractual arrangement that you have
16 created and then refile, or before you file, you can make
17 sure that all of the rights are in line and then file.

18 THE COURT: Okay.

19 MS. SNYDER: As the patent owner, you have that,
20 that ability. The patent owner has the ability to choose to
21 give up the rights it has, you know. Elon Musk, he's a
22 patent owner. He continues to get patents and moved the,
23 moved the innovation forward and then he gifts those patents
24 to the public domain.

25 The patent attorney is in charge of its own

1 rights and has the ability to contractually agree to
2 transfer or otherwise give out the bundle of six as it
3 pleases, but it will suffer the consequences of not doing
4 that judiciously and carefully.

5 THE COURT: Okay. And you've not requested
6 further discovery or depositions of a declarant from
7 Fortress or anything like that. I take it you don't think
8 any more information is necessary for me to have to make
9 this decision. Is that right?

10 MS. SNYDER: I certainly believe that you can
11 make the decision on the papers. I will ask that, you know,
12 similar to what is happening in the Northern District of
13 California, if you were inclined to credit Mr. Palmer's
14 testimony in ruling against Motorola, I would ask to be
15 given the opportunity to depose Mr. Palmer and take further
16 discovery. For example, while I don't know the substance of
17 the deposition because it's under seal in that case, my
18 understanding is that Mr. Palmer was recently deposed, and
19 so at the very least, I would, of course, be interested in
20 what he had to say.

21 THE COURT: But on that question, so wait. Was
22 he deposed on that question? I mean, Judge Alsop already
23 made the decision in that case. Right?

24 MS. SNYDER: So there's some nuance. So there
25 are a number of cases, and as may be clear from our

1 briefing, these agreements get to Uniloc's entire patent
2 portfolio, not just the '134 patent that's at issue in this
3 case.

4 And so there have been a number of cases that
5 Uniloc has filed against Apple and many others out in
6 California. The decision that you have seen that was
7 provided to the Court in conjunction with a motion to stay
8 was one of the decisions that Judge Alsop came to on this,
9 on this issue.

10 There was a subsequent motion for
11 reconsideration by Apple, and as a result of that, Judge
12 Alsop agreed to potentially hear the issue again at the
13 final pretrial and in term to allow continued discovery on
14 the issue of constitutional standing that case my
15 understanding is now stayed pending IPR.

16 There was another case that was up on appeal
17 already based on a different, a different issue, and on that
18 appeal to the Federal Circuit, the issue of standing was
19 raised as a, in the first instance in that case. The
20 Federal Circuit determined that more discovery was needed on
21 that issue. It wasn't going to decide the issue and so it
22 remanded back again to Judge Alsop for discovery on that
23 issue. And that, my understanding is that is the discovery
24 that is ongoing right now.

25 THE COURT: Did you all cite that case? I don't

1 recall that case in the papers.

2 MS. SNYDER: That was, that was much later. I
3 don't know the date offhand of the --

4 THE COURT: Do you have a cite? Do you have a
5 cite for that?

6 MS. SNYDER: Let me see if we can grab that
7 for you. Obviously, I am also happy to submit it to the
8 Court.

9 THE COURT: All right. Why don't we do that.
10 You can get me that later in the argument or you could send
11 it in by letter.

12 Is there anything else you want to bring to my
13 attention?

14 MS. SNYDER: I'm just happy to answer any
15 further questions that you have.

16 THE COURT: All right. Let hear from plaintiff.

17 MR. FOSTER: Thank you, Your Honor. This is
18 James Foster arguing for Uniloc.

19 And unless the Court directs me otherwise, I
20 would like to begin by talking about the motion to dismiss
21 for lack of subject matter jurisdiction.

22 I think the most efficient thing to do and to
23 bring the issue to a head is point out that this motion was
24 briefed, completed briefing in January of 2019, and four
25 months later, the Federal Circuit in the Lone Star case

1 upended the law of jurisdiction and standing in patent
2 cases.

3 In the Lone Star case that has been submitted to
4 the Court, both sides submitted letter briefs on it, the
5 Federal Circuit pointed out that a 2014 decision of the
6 Supreme Court in Lexmark is inconsistent -- I'm sorry, the
7 Federal Circuit law or cases on standing and jurisdiction
8 are irreconcilable with the Lexmark case.

9 And the problem with the Federal Circuit case is
10 prior to that date, according to, I think it was Judge
11 McNally, was that the Federal Circuit decisions had
12 mistakenly treated as jurisdictional the question of whether
13 a party possesses all substantial rights. That going
14 forward, that is not a jurisdictional question. If that
15 issue comes up in a case, it will be resolved. The Court
16 has jurisdiction to resolve that, including by adding
17 parties to the action.

18 As a result of the Lone Star case, the only
19 issue before the Court now on this motion to dismiss, the
20 only legal issue, is whether the legacy entities, which were
21 Uniloc Luxembourg and Uniloc USA, had constitutional
22 standing when they filed the suit and the issue of
23 constitutional standing is not unique to patent law. The
24 way the Supreme Court has articulated it, the plaintiff must
25 show that it suffers an injury, which can be fairly traced

1 to the defendant, and is likely redressed by a federal
2 judgment, a fairly low bar.

3 In this particular case, and we pointed this out
4 in the letters to the Court, including the one we submitted
5 as document 86. We quoted specific language directly from
6 the Lone Star case giving examples of what would satisfy the
7 constitutional standing check.

8 One example is if the plaintiff has the ability
9 to grant licenses or forgive infringement, or if the
10 plaintiff has the ability to collect royalties, that is
11 sufficient to meet a constitutional test. And in our
12 submission at document 86, we pointed out that even Motorola
13 concedes that Uniloc had that right.

14 The most that Motorola is arguing in this case
15 as a factual matter and it's contested, Judge Alsop has
16 ruled the other way, is that a opponents had a nonexclusive
17 right to sublicense. That is the only right at most that
18 the legacy plaintiff did not have in this patent, the only
19 right. And under the precise language we have quoted from
20 the Lone Star case in document 86, that satisfies the
21 constitutional standing so the case can move forward.

22 If this Court were to agree with what I've just
23 said, then that is the end of the matter. You do not have
24 to address the factual issues, but the Court did point out
25 and to my colleague that the factual issues were addressed

1 by Judge Alsop in California. He accepted as true the
2 declaration submitted by Fortress and that there had been a
3 cure to Fortress' satisfaction of any defects or the thought
4 that that might have happened.

5 If this Court does not want to take Judge
6 Alsop's word for it, then there would still be a factual
7 question which would have to be resolved at some point
8 during the length of this case, but I don't think you need
9 to reach the factual issues because I think the Lone Star
10 case is dispositive.

11 If for any reason this Court does not want to
12 recognize Lone Star, and what I tell my younger colleagues
13 here is that what Lone Star means, when a case says that our
14 jurisdiction to date has been irreconcilable with a Supreme
15 Court decision, what that means is that every single
16 decision earlier than that date that was throughout
17 a case for jurisdictional reasons must be re-examined.
18 It's no longer authoritative on the issue. It just upsets
19 things.

20 So if the Court does not want to accept
21 my reading of Lone Star, we did argue in the briefing,
22 which was submitted before Lone Star, that the prior case
23 law would support jurisdiction. There are a number of
24 cases cited. The only two I will mention in oral argument
25 is the Aspects case in which the Federal Circuit three times

1 in its opinion said that the plaintiff had given away
2 virtually unfettered right to sublicense to a third party,
3 yet the plaintiff still had standing to assert the patent.

4 The other case, which had been very important in
5 the law of standing, jurisdiction, was the Mann case. There
6 was the case from the Federal Circuit, Morrow versus
7 Microsoft, I remember very well in my practice, which they
8 held the plaintiff -- it was a bankruptcy situation. They
9 held the plaintiff didn't have standing, and the buzz in the
10 profession after that was, wait a minute. If that's true,
11 you can push that argument and you can have a situation
12 where nobody has standing to a certain a patent. That cant
13 be right. And Your Honor had the same concern in questions
14 to my colleague.

15 So the profession kind of lost that, and then
16 the Mann case came down the pike. And if you read the
17 language in Mann, and we quoted it liberally in our briefing
18 back in January. The same situation, it's setting up a
19 default rule. You start where one entity has what we call
20 Category 1 standing and that entity continues to have it
21 until it transfers it completely to a different entity, so
22 there's always an entity that has that standing. Again, we
23 explained that in our briefing. But I think given Lone
24 Star, the Court does not even have to get into that.

25 That's all I think I need to say with respect to

1 the motion to dismiss unless the Court has questions.

2 THE COURT: Give me one second. All right. So
3 I'm trying to figure out this Lone Star argument you're
4 making. So Lone Star is talking about statutory rights.
5 Correct?

6 MR. FOSTER: Well, actually, Lone Star makes the
7 distinction between statutory and the constitutional and
8 then talks about both on the facts of that case.

9 THE COURT: Right. So I'm trying to figure out
10 the relevance of Lone Star here. The argument here is that
11 you don't have constitutional standing.

12 MR. FOSTER: Yes, that's true, and what Lone
13 Star does is give examples of what -- Lone Star does two
14 things of relevance, Your Honor.

15 First of all, it states that the question of
16 whether an entity has also central rights in the patent at
17 the --

18 THE COURT: Okay. Let me just ask you. I
19 didn't think that was relevant. I mean, I thought all
20 substantial rights, why is that relevant to the inquiry
21 before me?

22 MR. FOSTER: Well, because the argument that
23 Motorola is making is based upon cases which dealt with a
24 question of whether the plaintiff suing had all substantial
25 rights.

1 THE COURT: I didn't think they were doing that.
2 I thought they were making their argument based on
3 exclusionary rights. Basically, whether it's an exclusive
4 licensee.

5 MR. FOSTER: Yes. Okay.

6 THE COURT: I thought that is different. I
7 thought substantial rights applied. That language I thought
8 was used in the context of whether there was an assignment
9 of the patent. Am I wrong?

10 MR. FOSTER: In the old cases, that frequently
11 comes up in assignment cases. You're right.

12 THE COURT: Can you point me to a case where
13 it says I'm supposed to look to determine whether there
14 was an exclusive license, whether there was a transfer
15 of substantial rights, of substantially all of the
16 rights?

17 MR. FOSTER: Well, most of the Federal Circuit
18 cases before Lone Star, that was the issue being kicked
19 around. The Mann case is one good example.

20 THE COURT: Wait, wait. Well, hold on. You are
21 telling me Mann. I don't have Mann in front of me. Let's
22 start with the ones that I do remember. Rite-Hite, WiAV,
23 Textile Productions. Do any of those cases discuss the
24 determination of an exclusive licensee based on an
25 assessment of whether there has been a transfer of

1 substantially all the rights of the patent?

2 MR. FOSTER: Well, I'm not sure it's pronounced
3 WiAV. The case, WiAV was the case where the plaintiff was a
4 Category 2, a Category 2 --

5 THE COURT: Do me a favor. Don't go to
6 Category 2. Let's stick with, you know, who knows what
7 they're defining that as. I think it is pretty clear.

8 I mean, let's start with the issue here. Right.
9 You agree it has nothing to do with an assignment. It has
10 to do with whether we've got an exclusive licensee. Is that
11 correct?

12 MR. FOSTER: No one is arguing in this case,
13 Your Honor, that --

14 THE COURT: I meant exclusionary rights, whether
15 there are exclusionary rights.

16 MR. FOSTER: So the question, if I understand
17 the argument as Motorola would phrase it given Lone Star
18 Silicon, is that they are claiming the plaintiff or Uniloc
19 does not have "exclusionary rights," which is language that
20 Lone Star uses in defining constitutional standing.

21 The problem with their position is that an
22 exclusionary right is not limited to the right to exclude,
23 but the Lone Star opinion gives other examples which they
24 fit under that umbrella, including the fact the plaintiffs
25 have a right themselves to a license. Those are called

1 exclusionary rights under the language of Lone Star. If the
2 plaintiffs themselves have the right to indulge
3 infringement, those are also exclusionary rights as the
4 Federal Circuit in Lone Star uses the term, or if the
5 plaintiff has the right to collect royalties, those are
6 exclusionary rights under the language of the Lone Star
7 case, which we cite in document 86. We submitted it to the
8 Court.

9 I think some of the confusion arises from trying
10 to use the word exclusion narrowly to mean that they must
11 have the right in all situations to bar the defendant from
12 practicing the patent. That is not the way Lone Star uses
13 the case, and in our briefing back in January, we cited at
14 least four Federal Circuit cases where the plaintiff was
15 held to have standing even though a nonexclusive license had
16 been issued to others, including the Aspects case where
17 three times the Federal Circuit said it was an unfettered
18 right that had been given to a third party to license the
19 patent.

20 And --

21 THE COURT: Okay.

22 MR. FOSTER: I don't know if I've adequately
23 addressed your questions to Lone Star. If not, please,
24 follow up.

25 THE COURT: All right. Anything else?

1 MR. FOSTER: Yes. If Your Honor would like, I
2 would address the motion to add Uniloc 2017 as a party.

3 THE COURT: Sure.

4 MR. SNYDER: 25(c), if you will. As we said
5 in our papers, the entire patent portfolio has transferred
6 from a from the legacy plaintiffs to Uniloc 2017. Since
7 that day, we have been methodically replacing in all the
8 cases, replacing the legacy plaintiffs with Uniloc 2017
9 as the plaintiff. Sometimes we're successful in it.
10 Sometimes the Court simply adds rather than substitutes,
11 but no Court has denied that request and the Federal Circuit
12 has granted it as well. So it's standard practice under
13 Rule 26(c).

14 In their response, Motorola's argument is, wait
15 a minute. There's a standing problem here, and they point
16 to their motion to dismiss. And our response to that is, if
17 there is a standing issue to be discussed, Uniloc 2017 could
18 certainly be added to the case so they would have a voice in
19 arguing the motion to dismiss.

20 THE COURT: Okay.

21 MR. FOSTER: That's all I have, Your Honor.

22 THE COURT: How do you cure a default by not
23 doing anything?

24 MR. FOSTER: Well, are we talking now about
25 that -- well, the way the contractual language reads, it

1 says it has to be cured to Fortress' satisfaction.

2 THE COURT: Actually, I think it says to its
3 reasonable satisfaction. Right?

4 MR. FOSTER: Reasonable satisfaction.

5 THE COURT: Right. And I assume that language
6 is there to protect Uniloc, right, so that Fortress can't be
7 unreasonable. No?

8 MR. FOSTER: I completely agree with that. The
9 reason why it's not coming up in this case is that Fortress
10 and Uniloc are on the same page and not disagreeing about it
11 at all.

12 THE COURT: Okay. But still, you've got to
13 cure it. I mean, we'll deal with that to their reasonable
14 satisfaction. Let's deal first with the, you've got to
15 cure it. So how do you cure something by not doing
16 anything?

17 MR. FOSTER: So the way I view it and the way
18 Judge Alsop viewed it, Your Honor, was that if the party
19 holding the right to do something, that's I guess Fortress
20 here, it says, look, this is really going great. You know
21 those monetary things, forget about it. We're satisfied
22 with the way things are going and, in fact, that's what
23 Palmer says in a declaration. We were very happy with the
24 way things were going.

25 At that point there's really nothing that Uniloc

1 would have to do because the party holding the rights says,
2 hey, we're as happy as a pig and whatever and nothing needs
3 to be done.

4 If Your Honor is suggesting that Uniloc has
5 to do something when the party says, no, you don't have
6 to do anything, again, I don't agree and neither did Judge
7 Alsop.

8 THE COURT: So you agree that nothing was
9 done. You are just saying that Fortress seems okay with
10 that?

11 MR. FOSTER: So to be very precise so we have
12 the facts in front of us, the default that is alleged here
13 is that there were monetary targets that weren't met, and
14 let's assume for purposes of the motion that there was a
15 shortfall. I don't know what, you know, it is what it is.
16 If the money doesn't come in by a certain date, there's no
17 way that that fact can be changed.

18 At that point, Fortress has the right I suppose
19 under the contract to take certain procedural steps to
20 implement an event of default and they chose not to do it.
21 So nothing was done, you're right, other than Fortress
22 saying you don't have to do anything.

23 THE COURT: Right. But the way this works, the
24 way the contract was drafted, Fortress was given a license
25 upfront and then so Fortress has the license. The only

1 question is, right, whether they can use it. And the
2 contract says, you agree they can't use it until there has
3 been an event of default?

4 MR. FOSTER: Correct.

5 THE COURT: Okay. So that means once there's an
6 event of default, they can use the license. Right?

7 MR. FOSTER: Once there's an event of default,
8 they can use it.

9 THE COURT: Right.

10 MR. FOSTER: Again, you've got a default
11 doctrine. If the default is cured to Fortress' reasonable
12 satisfaction --

13 THE COURT: Right.

14 MR. FOSTER: -- it is the intent of the parties
15 that they cannot sublicense.

16 THE COURT: I don't know. I think, you know,
17 you've got that unambiguous contract. I've got to give
18 meaning to the word cure. What does cure mean?

19 MR. FOSTER: Well, again, it depends on the
20 particular default that's being dealt with. Some defaults
21 might not be true by the nature of their -- in this
22 particular case, if you are talking about a contract that
23 has to be met by certain date and that date passes and it
24 hasn't been met because the money hasn't come in. I think
25 it either has to be waived or they find that Fortress, who

1 has rights, can say, look, we're satisfied with the way
2 things are. We're not going to put you into default. That
3 makes sense to me, but that's how I would argue it. I mean,
4 it's there for a purpose, and the purpose has been served.
5 You have to give some credit to the purpose that the parties
6 have entered into an agreement to accomplish.

7 THE COURT: What was the purpose that they were
8 trying to accomplish?

9 MR. FOSTER: My understanding based upon common
10 sense as well as the testimony of the parties was at the
11 time the first agreement was entered into, which was 2014,
12 there had been no prior history or dealings between Uniloc
13 or Fortress. It happened that the agreement, the entity
14 giving out the money puts various things in the contract
15 so that as things go south, they can protect their
16 interests. And the provisions, they're in there to provide
17 that kind of protection if the party lending the money
18 elects to use it.

19 In this particular case, there were targets,
20 regular targets which were more than aspirational and they
21 were not met. Fortress, I suppose, if that were important
22 to them, could have taken certain procedural steps to cause
23 the event of default and then take whatever steps they
24 wanted to take to protect their interests. But because
25 things were going well financially and they were happy, they

1 thought they didn't need to use those steps. And that was,
2 that was the way the deal was set up and by the time two or
3 three years later, and, again, things were going swimmingly.
4 They kept amending the agreement and lending more money to
5 finance this litigation.

6 THE COURT: And does Fortress have a stake in
7 this litigation?

8 MR. FOSTER: Let me answer that question
9 encyclopedically so that I'm not leaving anything out.

10 In 2018, the entire patent portfolio, including
11 a patent here, was transferred to Uniloc 2017. Uniloc 2017
12 is owned 98 percent by a separate entity called Significant
13 Loan Holdings. They are very wealthy investors who pool
14 their money. It is an investment pool. They pool their
15 money and they asked the Fortress entity to manage the
16 investments of the pool.

17 So the Fortress parent entity has a number of
18 pools of that sort and they manage the investment pool, but
19 the investment pool owns Uniloc -- the investment pool owns
20 Uniloc 2017 or 98 percent of it.

21 So they don't have a direct interest, like a
22 stockholder doesn't have a direct interest in whether a
23 corporation was good or not, but they are financially
24 interested in it to the extent that the better of that, the
25 result in this case, the better position Uniloc 2017 will be

1 in and the better will be -- the owners of Uniloc 2017 will
2 be in better financial state. So they have that kind of
3 business interest in the outcome of the case, yes.

4 THE COURT: So does Fortress -- I guess I'm
5 still not understanding exactly. My question is
6 essentially, if there were an award of damages in this case,
7 does Fortress get a share of it?

8 MR. FOSTER: No, no. If there's a windfall at
9 the end of the case, the money goes to -- eventually it goes
10 to Uniloc 2017, and that will end up in the pocket, I would
11 assume, in the ordinary course to the investors and to
12 Uniloc Holdings along with Uniloc 2017.

13 Fortress gets a -- I'm going beyond my strict
14 knowledge here, but I'm assuming Fortress by its business
15 model is paid a certain percentage of something to manage
16 the investment pool.

17 Now, if you are asking me is what they will get
18 directly affected by the judgment in this case, I have to be
19 honest and say I don't know, but I would think that the
20 better the performance of the investment pool, the better
21 Fortress will end up in the long run. So I'm not going to
22 claim that they are all disinterested, but I suspect it's
23 not a direct financial link.

24 THE COURT: Anything else?

25 MS. SNYDER: No, Your Honor. I think we pretty

1 much covered it.

2 THE COURT: All right. And then anything from
3 the defense?

4 MS. SNYDER: Yes, Your Honor. A couple of
5 things we'd like to touch on.

6 Lone Star, it sounds like we are in line with
7 your Honor's viewing of Lone Star, that it that it is not
8 applicable to this case, that the analysis there is about
9 statutory or prudential standing as it's called. It does
10 not look at this question of injury in fact, especially not
11 from a, not from a vein that is applicable to the facts of
12 our case here.

13 Similarly, our read of Aspects is the Aspects
14 case that counsel was citing, that that is also directed to
15 statutory standing and it's not looking at the injury in
16 fact issue. In fact, it involves an assignee transfer to a
17 licensee with a right to sublicense. There's not a third
18 party either. There was not a question of constitutional
19 standing in the same way.

20 With respect to the cure versus waiver issue,
21 again, it sounds like we are in line with your Honor's read
22 goes. Just one or two things to point out is counsel was
23 referring to "certain procedural steps to implement in event
24 of default." Our reading of the patent license and the
25 revenue sharing agreement is that there are no procedural

1 steps that had to be taken before for Fortress to implement
2 in the event of default. An event of default happened. It
3 happened when it happened. When the -- for instance, when
4 the revenue minimum was not met, there was an event of
5 default period. There were no steps that needed to be taken
6 beyond that to implement an event of default.

7 THE COURT: Well, and that makes sense to me. I
8 mean, Section 2.8 is pretty clear on that it seems. They
9 had the license.

10 MS. SNYDER: Right.

11 THE COURT: And then all it says is, they don't
12 use it following an event of default. That means if there's
13 an event of default, once it occurs, they can use it. Even
14 if it's cured, it seems a couple days later they have the
15 ability to use it for at least those couple of days, I
16 think.

17 MS. SNYDER: Right. That is my understanding.
18 I agree that it creates the -- I won't say it creates. It
19 removes the obstacle that was Fortress agreeing not to
20 license its sublicense rights, and so the fact that
21 Fortress, whether this did or did not sort of shrug their
22 shoulder and say we're okay with it, is not a cure, and
23 certainly is not a cure under either New York law or under
24 the terms, the express terms of the agreement.

25 THE COURT: All right. Anything else?

1 MR. FOSTER: Your Honor, I have something
2 unless you -- I just want to point out to Your Honor that in
3 the Lone Star case, 925 F3d, from pages 1234 through 1236 is
4 completely devoted to analyzing whether Lone Star at Article
5 3 has constitutional standing.

6 So it's not correct, as my colleague just said,
7 that it was strictly a jurisdictional standing case. The
8 Federal Circuit explicitly examined Article 3 standing of
9 Lone Star and, in fact, compared to Lodestar, Uniloc had
10 even more rights here.

11 THE COURT: Right, but Lone Star is discussing
12 Article 3 standing and then it says, okay. Although Lone
13 Star cleared its constitutional threshold, the District
14 Court concluded that it lacked standing to proceed without
15 A&D, and then it proceeds to discuss statutory standing and
16 talks about how the Supreme Court recently clarified that
17 so-called statutory standing defects do not implicate a
18 Court's subject matter jurisdiction. And then it starts
19 quoting from that -- that's where it's quoting -- wait a
20 second. Sorry. I've got the wrong page here. The Lexmark
21 International case. Right?

22 MS. SNYDER: Right.

23 THE COURT: And at that point it's saying that
24 Lexmark is irreconcilable. At that point Judge O'Malley, I
25 think that's the author of this opinion, she has already

1 moved beyond constitutional standing. Now she has moved
2 into statutory standing and that's where she begins to
3 discuss Lexmark.

4 MR. FOSTER: You are certainly right. That is
5 the order it happened, but since you have a case in front of
6 you, Your Honor, if you look at on page 1234 under
7 Subheading B, she begins by finding that Lone Star does have
8 constitutional standing.

9 THE COURT: All right. I agree, and I agree
10 that that section as Section B as titled, Article 3 has
11 standing. I agree with that.

12 MR. FOSTER: All I would ask Your Honor to do is
13 compare the rights that Lone Star had and which caused the
14 Federal Circuit to say, hey, this is constitutional, with
15 the rights that Uniloc had.

16 Uniloc had every single right that anybody had
17 in the past with the possible exception that if given a
18 nonexclusive right to sublicense to Fortress and compare
19 that of what you read here for Lone Star, and the Court can
20 do that at its leisure³.

21 THE COURT: So let me ask you both. I mean,
22 what about the end of Judge Alsop's opinion? You know, he
23 said he suspects that Uniloc's manipulations in allocating
24 rights to the patents in suit to various Uniloc possibly
25 shell entities is perhaps designed to insulate Uniloc

1 Luxembourg and that he's going to keep them in the caption
2 he says for the purpose of any sanction award. I'm trying
3 to figure out the extent to which that ought to factor into
4 my consideration for the pending motion.

5 Mr. FOSTER: I'm happy to address that. Judge
6 Alsop and I were actually law school classmates way back
7 then.

8 There's nothing in the record before the Court
9 that would suggest any ulterior motive or regarding anything
10 by the Uniloc entity. We have no problem at all with
11 keeping the legacy in the case. If anyone wants to move for
12 a sanction and say that they're liable for sanctions, we
13 have a problem with that.

14 So if Your Honor wants to simply add Uniloc 2017
15 as close to substituting them, that's fine. That happens
16 about half the time in response to these motions.

17 But, again, I've been in this business a long
18 time. Sometimes judges say things and you say where did
19 that come from? Fine. There is nothing in the record in
20 this case or in the record before Judge Alsop that indicates
21 any impropriety on behalf of any Uniloc entities.

22 THE COURT: All right. Okay. Well, thank you
23 for the argument, and I'm going to turn to this and I've got
24 some cases to read and we'll get to it hopefully pretty
25 quick.

1 All right? Anything else?

2 MS. SNYDER: Your Honor, you had asked for a
3 cite and I believe I have it.

4 THE COURT: Okay.

5 MS. SNYDER: Are you ready for it?

6 THE COURT: Yes, please.

7 MS. SNYDER: Sure. It was the Federal Circuit
8 decision in 2018, 2094 decided August 30th, 2019.

9 THE COURT: Actually, I want you to hold on one
10 second. I want to go back to a question I put to the
11 defendant at the outset or early on.

12 So it's your position that if I agree with you
13 that there was an event of default and I agree with you that
14 therefore Fortress had a license and I agree with you that
15 therefore Uniloc lacked standing, nobody could carry forward
16 as the plaintiff in this suit. Is that right?

17 MS. SNYDER: No one could have filed suit in
18 November of 2017.

19 THE COURT: Right. So what would happen? And
20 so let's say, okay. So then the remedy is to dismiss, and
21 then what?

22 MS. SNYDER: Assuming that they have resolved
23 the issue, then they could refile tomorrow. They could have
24 refiled two years ago under whoever, whatever entity holds
25 constitutional standing.

1 THE COURT: Okay.

2 MS. SNYDER: Now, they couldn't -- you know,
3 there would be no look back, right, to when this case was
4 filed.

5 THE COURT: So they would have lost any damages
6 that preceded the original filing of the lawsuit?

7 MS. SNYDER: Correct.

8 THE COURT: All right. Okay. Thanks very much.
9 Have a good day, everybody.

10 MS. SNYDER: Thank you, Your Honor.

11 (Telephone conference concluded at 4:57 p.m.)

12 - - -

13

14

15

16

17

18

19

20

21

22

23

24

25

	A		C
'134 [1] - 15:2	A&D [1] - 34:15	ahead [2] - 11:1, 11:2	
1	Aaron [1] - 3:17	alleged [2] - 4:3, 27:12	assume [5] - 8:11, 9:2, 26:5, 27:14, 31:11
1 [2] - 1:12, 20:20	AARON [1] - 2:3	alleging [1] - 8:13	assuming [2] - 31:14, 37:22
1234 [2] - 34:3, 35:6	ability [7] - 11:9, 13:20, 14:1, 18:8, 18:10, 33:15	allocating [1] - 35:23	attack [1] - 7:16
1236 [1] - 34:3	able [4] - 5:23, 11:22, 12:22, 13:11	allow [1] - 15:13	attention [1] - 16:13
15 [4] - 5:11, 5:19, 7:8, 7:20	absolutely [1] - 12:19	allowed [1] - 4:24	attorney [1] - 13:25
17-1658 [1] - 1:9	accept [1] - 19:20	allowing [1] - 4:14	August [1] - 37:8
2	accepted [1] - 19:1	Alsop [11] - 9:3, 14:22, 15:8, 15:12, 15:22, 18:15, 19:1, 26:18, 27:7, 36:6, 36:20	author [1] - 34:25
2 [3] - 23:4, 23:6	accident [2] - 12:7, 12:12	Alsop's [2] - 19:6, 35:22	authoritative [1] - 19:18
2.8 [1] - 33:8	accomplish [2] - 29:6, 29:8	amended [1] - 5:10	available [1] - 8:16
2013 [1] - 7:23	according [1] - 17:10	amending [1] - 30:4	award [2] - 31:6, 36:2
2014 [5] - 4:18, 5:5, 7:16, 17:5, 29:11	accurate [3] - 5:9, 5:13, 5:22	amendment [3] - 5:19, 6:14, 7:8	B
2017 [23] - 4:1, 5:1, 5:2, 5:11, 5:19, 7:8, 7:15, 7:20, 11:7, 11:17, 25:2, 25:6, 25:8, 25:17, 30:11, 30:20, 30:25, 31:1, 31:10, 31:12, 36:14, 37:18	acknowledging [1] - 4:19	analysis [1] - 32:8	bankruptcy [1] - 20:8
2018 [2] - 30:10, 37:8	act [2] - 6:19, 8:13	analyzing [1] - 34:4	bar [3] - 6:1, 18:2, 24:11
2019 [2] - 16:24, 37:8	action [1] - 17:17	AND [1] - 1:2	based [10] - 3:24, 4:4, 5:16, 5:22, 8:17, 15:17, 21:23, 22:2, 22:24, 29:9
2020 [1] - 1:12	ACTION [1] - 1:4	annul [1] - 6:10	BEFORE [1] - 1:15
2094 [1] - 37:8	actions [2] - 12:23, 12:25	answer [2] - 16:14, 30:8	begin [1] - 16:20
25(c) [7] - 9:20, 9:24, 10:2, 10:14, 10:24, 11:13, 25:4	actual [1] - 10:20	appeal [2] - 15:16, 15:18	beginning [1] - 3:4
26(c) [1] - 25:13	add [3] - 11:7, 25:2, 36:14	APPEARANCES [2] - 1:17, 2:1	begins [2] - 35:2, 35:7
3	added [1] - 25:18	Apple [3] - 8:18, 15:5, 15:11	behalf [1] - 36:21
3 [4] - 34:5, 34:8, 34:12, 35:10	adding [2] - 11:16, 17:16	applicable [2] - 32:8, 32:11	behavior [1] - 10:13
30 [1] - 7:22	additional [1] - 11:7	applied [1] - 22:7	benefit [6] - 6:6, 6:18, 13:3, 13:5, 13:10, 13:12
30th [3] - 5:2, 5:5, 37:8	address [4] - 7:21, 18:24, 25:2, 36:5	appreciate [1] - 12:24	best [1] - 8:5
31st [2] - 5:1, 7:15	addressed [2] - 18:25, 24:23	arguably [1] - 12:21	better [6] - 30:24, 30:25, 31:1, 31:2, 31:20
4	adds [1] - 25:10	argue [2] - 19:21, 29:3	between [4] - 4:19, 12:17, 21:7, 29:12
4:00 [2] - 1:12, 3:4	adequately [1] - 24:22	arguing [4] - 16:18, 18:14, 23:12, 25:19	beyond [3] - 31:13, 33:6, 35:1
4:57 [1] - 38:11	advance [1] - 11:6	argument [12] - 6:18, 11:14, 16:10, 19:24, 20:11, 21:3, 21:10, 21:22, 22:2, 23:17, 25:14, 36:23	boston [1] - 2:4
8	affected [1] - 31:18	argument's [2] - 8:11, 9:2	BRADY [1] - 2:11
86 [4] - 18:5, 18:12, 18:20, 24:7	afternoon [3] - 3:6, 3:9, 3:15	arises [1] - 24:9	Brady [2] - 3:12, 3:22
9	ago [1] - 37:24	arrangement [1] - 13:15	breach [1] - 6:24
9.4.2 [1] - 7:18	agree [16] - 11:20, 11:21, 14:1, 18:22, 23:9, 26:8, 27:6, 27:8, 28:2, 33:18, 35:9, 35:11, 37:12, 37:13, 37:14	ARSHT [1] - 2:7	briefed [1] - 16:24
925 [1] - 34:3	agreed [1] - 15:12	Article [4] - 34:4, 34:8, 34:12, 35:10	briefing [6] - 15:1, 16:24, 19:21, 20:17, 20:23, 24:13
98 [2] - 30:12, 30:20	agreeing [1] - 33:19	articulated [1] - 17:24	briefs [1] - 17:4
	agreement [18] - 4:13, 4:18, 4:20, 5:4, 5:7, 5:11, 6:3, 6:10, 6:25, 7:17, 7:20, 29:6, 29:11, 29:13, 30:4, 32:25, 33:24	Aspects [4] - 19:25, 24:16, 32:13	bring [3] - 12:22, 16:12, 16:23
	agreements [1] - 15:1	aspirational [1] - 29:20	bundle [1] - 14:2
		assert [1] - 20:3	burden [1] - 8:4
		assessment [1] - 22:25	business [7] - 4:9, 4:10, 5:15, 7:1, 31:3, 31:14, 36:17
		assignee [1] - 32:16	buzz [1] - 20:9
		assignment [3] - 22:8, 22:11, 23:9	BY [4] - 1:19, 2:3, 2:8, 2:11

<p>35:14, 37:7 cite [5] - 15:25, 16:4, 16:5, 24:7, 37:3 cited [2] - 19:24, 24:13 citing [1] - 32:14 CIVIL [1] - 1:4 claim [3] - 10:20, 12:19, 31:22 claiming [1] - 23:18 clarified [1] - 34:16 classmates [1] - 36:6 clean [1] - 7:21 clear [5] - 11:12, 11:18, 14:25, 23:7, 33:8 cleared [1] - 34:13 clearly [1] - 9:6 close [1] - 36:15 collateral [2] - 5:6, 7:6 colleague [3] - 18:25, 20:14, 34:6 colleagues [1] - 19:12 collect [2] - 18:10, 24:5 COLM [1] - 1:15 coming [1] - 26:9 committed [1] - 6:24 common [1] - 29:9 company [1] - 4:7 compare [2] - 35:13, 35:18 compared [1] - 34:9 complaint [1] - 4:1 completed [1] - 16:24 completely [4] - 11:8, 20:21, 26:8, 34:4 complying [2] - 9:4, 9:5 component [2] - 10:5, 10:8 concealed [1] - 10:17 concedes [1] - 18:13 concern [1] - 20:13 concerning [1] - 12:21 concluded [2] - 34:14, 38:11 conduct [3] - 6:20, 7:18, 9:17 conference [3] - 1:13, 3:3, 38:11 confusion [1] - 24:9 conjunction [1] - 15:7 CONNOLLY [1] - 1:15 consent [1] - 4:17 consequences [2] - 12:24, 14:3 consider [1] - 10:7 consideration [1] - 36:4</p>	<p>considered [1] - 6:21 constitutional [2] - 3:25, 9:15, 11:16, 12:1, 12:22, 15:14, 17:21, 17:23, 18:7, 18:11, 18:21, 21:7, 21:11, 23:20, 32:18, 34:5, 34:13, 35:1, 35:8, 35:14, 37:25 contemporaneous [1] - 6:17 contend [2] - 6:12, 6:13 contested [1] - 18:15 context [1] - 22:8 continued [1] - 15:13 Continued [1] - 2:1 continues [2] - 13:22, 20:20 continuing [1] - 6:19 contract [6] - 27:19, 27:24, 28:2, 28:17, 28:22, 29:14 contractual [3] - 8:2, 13:15, 25:25 contractually [1] - 14:1 core [1] - 4:9 corporation [1] - 30:23 correct [6] - 7:11, 21:5, 23:11, 28:4, 34:6, 38:7 corrected [1] - 7:14 Counsel [2] - 2:5, 2:13 counsel [3] - 3:6, 32:14, 32:22 couple [3] - 32:4, 33:14, 33:15 course [2] - 14:19, 31:11 COURT [69] - 1:1, 3:6, 3:13, 3:19, 8:8, 8:11, 8:23, 9:20, 9:25, 10:7, 10:13, 10:23, 11:2, 11:11, 11:20, 12:5, 13:4, 13:7, 13:9, 13:18, 14:5, 14:21, 15:25, 16:4, 16:9, 16:16, 21:2, 21:9, 21:18, 22:1, 22:6, 22:12, 22:20, 23:5, 23:14, 24:21, 24:25, 25:3, 25:20, 25:22, 26:2, 26:5, 26:12, 27:8, 27:23, 28:5, 28:9, 28:13, 28:16, 29:7, 30:6, 31:4, 31:24, 32:2, 33:7, 33:11, 33:25,</p>	<p>34:11, 34:23, 35:9, 35:21, 36:22, 37:4, 37:6, 37:9, 37:19, 38:1, 38:5, 38:8 Court [27] - 1:24, 9:18, 11:7, 15:7, 16:8, 16:19, 17:4, 17:6, 17:15, 17:19, 17:24, 18:4, 18:22, 18:24, 19:5, 19:11, 19:15, 19:20, 20:24, 21:1, 24:8, 25:10, 25:11, 34:14, 34:16, 35:19, 36:8 Court's [1] - 34:18 covenants [1] - 5:20 covered [1] - 32:1 created [1] - 13:16 creates [2] - 33:18 credit [2] - 14:13, 29:5 cure [14] - 11:17, 11:21, 13:13, 19:3, 25:22, 26:13, 26:15, 28:18, 32:20, 33:22, 33:23 cured [3] - 26:1, 28:11, 33:14 cut [1] - 8:25</p>	<p>20:19, 25:22, 27:12, 27:20, 28:3, 28:6, 28:7, 28:10, 28:11, 28:20, 29:2, 29:23, 32:24, 33:2, 33:5, 33:6, 33:12, 33:13, 37:13 defaults [1] - 28:20 defects [4] - 7:10, 7:14, 19:3, 34:17 defendant [6] - 3:8, 3:20, 8:6, 18:1, 24:11, 37:11 Defendant [2] - 1:9, 2:13 defendant's [1] - 3:7 defendants [1] - 10:11 defense [1] - 32:3 defining [2] - 23:7, 23:20 DELAWARE [1] - 1:2 Delaware [1] - 1:11 denied [1] - 25:11 depose [1] - 14:15 deposed [2] - 14:18, 14:22 deposition [1] - 14:17 depositions [1] - 14:6 designed [1] - 35:25 determination [1] - 22:24 determine [1] - 22:13 determined [1] - 15:20 devoted [1] - 34:4 different [4] - 15:17, 20:21, 22:6 direct [3] - 30:21, 30:22, 31:23 directed [1] - 32:14 directly [2] - 18:5, 31:18 directs [1] - 16:19 disagreeing [1] - 26:10 disclose [1] - 7:15 disclosures [1] - 8:14 discovering [1] - 8:6 discovery [12] - 8:14, 9:5, 10:17, 10:18, 10:21, 14:6, 14:16, 15:13, 15:20, 15:22, 15:23 discretion [2] - 9:19, 10:14 discretionary [2] - 10:5, 10:8 discuss [3] - 22:23, 34:15, 35:3 discussed [1] - 25:17 discussing [1] - 34:11</p>	<p>disinterested [1] - 31:22 dismiss [8] - 3:24, 13:14, 16:20, 17:19, 21:1, 25:16, 25:19, 37:20 dismissal [2] - 5:24, 9:13 dismissing [1] - 9:19 dispositive [1] - 19:10 dispute [1] - 7:4 disregarded [1] - 11:8 distinction [2] - 12:11, 21:7 distraction [1] - 4:9 DISTRICT [2] - 1:1, 1:2 District [2] - 14:12, 34:13 doctrine [1] - 28:11 document [4] - 18:5, 18:12, 18:20, 24:7 domain [1] - 13:24 done [3] - 27:3, 27:9, 27:21 doubt [1] - 6:7 down [1] - 20:16 drafted [1] - 27:24 dries [1] - 5:18 during [1] - 19:8</p>
		D		E
		<p>damages [2] - 31:6, 38:5 date [7] - 16:3, 17:10, 19:14, 19:16, 27:16, 28:23 days [2] - 33:14, 33:15 deadline [1] - 11:9 deal [3] - 26:13, 26:14, 30:2 dealings [1] - 29:12 dealt [3] - 12:15, 21:23, 28:20 December [3] - 4:18, 5:5, 7:16 decide [1] - 15:21 decided [2] - 7:4, 37:8 deciding [1] - 10:1 decision [10] - 6:24, 7:2, 14:9, 14:11, 14:23, 15:6, 17:5, 19:15, 19:16, 37:8 decisions [2] - 15:8, 17:11 declarant [1] - 14:6 declaration [3] - 6:16, 19:2, 26:23 default [30] - 4:16, 4:22, 4:23, 6:5, 6:8, 6:11, 6:13, 6:15, 7:9,</p>		<p>early [1] - 37:11 effect [2] - 6:15, 11:4 efficient [3] - 10:10, 16:22 effort [2] - 7:5, 8:5 egregious [1] - 9:17 either [3] - 28:25, 32:18, 33:23 elects [1] - 29:18 Elon [1] - 13:21 employee [1] - 6:16 encyclopically [1] - 30:9 end [5] - 18:23, 31:9, 31:10, 31:21, 35:22 enforce [2] - 12:7, 13:6 enforceable [2] - 5:7, 5:12 enforcement [3] - 4:12, 12:11, 12:23 enforces [1] - 4:8 enforcing [3] - 4:6, 5:16, 5:17 entered [4] - 4:12, 5:24, 29:6, 29:11 entire [3] - 15:1, 25:5, 30:10</p>

<p>entirely ^[1] - 12:12</p> <p>entities ^[6] - 4:6, 4:10, 12:18, 17:20, 35:25, 36:21</p> <p>entity ^[12] - 12:11, 20:19, 20:20, 20:21, 20:22, 21:16, 29:13, 30:12, 30:15, 30:17, 36:10, 37:24</p> <p>Ernst ^[1] - 3:16</p> <p>ERNST ^[1] - 1:18</p> <p>errors ^[1] - 7:11</p> <p>especially ^[1] - 32:10</p> <p>ESQ ^[5] - 1:19, 2:3, 2:3, 2:8, 2:11</p> <p>essentially ^[2] - 12:7, 31:6</p> <p>establish ^[2] - 8:2, 12:22</p> <p>event ^[14] - 4:16, 27:20, 28:3, 28:6, 28:7, 29:23, 32:23, 33:2, 33:4, 33:6, 33:12, 33:13, 37:13</p> <p>events ^[7] - 4:22, 4:23, 6:5, 6:11, 6:12, 7:9</p> <p>eventually ^[1] - 31:9</p> <p>exactly ^[1] - 31:5</p> <p>examined ^[2] - 19:17, 34:8</p> <p>example ^[4] - 6:25, 14:16, 18:8, 22:19</p> <p>examples ^[3] - 18:6, 21:13, 23:23</p> <p>exception ^[1] - 35:17</p> <p>exchange ^[2] - 4:13, 12:17</p> <p>exclude ^[1] - 23:22</p> <p>exclusion ^[1] - 24:10</p> <p>exclusionary ^[9] - 12:4, 22:3, 23:14, 23:15, 23:19, 23:22, 24:1, 24:3, 24:6</p> <p>exclusive ^[5] - 4:20, 22:3, 22:14, 22:24, 23:10</p> <p>excuse ^[2] - 4:23, 5:16</p> <p>exercise ^[3] - 4:24, 7:5, 9:18</p> <p>exercising ^[1] - 10:14</p> <p>existing ^[2] - 5:21, 6:1</p> <p>explained ^[1] - 20:23</p> <p>explicitly ^[1] - 34:8</p> <p>express ^[4] - 4:17, 6:9, 6:14, 33:24</p> <p>expressly ^[1] - 7:18</p> <p>extent ^[2] - 30:24, 36:3</p>	<p style="text-align: center;">F</p> <p>F3d ^[1] - 34:3</p> <p>fact ^[17] - 4:2, 7:21, 8:3, 9:3, 10:19, 12:5, 12:20, 12:24, 13:13, 23:24, 26:22, 27:17, 32:10, 32:16, 33:20, 34:9</p> <p>factor ^[1] - 36:3</p> <p>facts ^[4] - 6:17, 21:8, 27:12, 32:11</p> <p>factual ^[5] - 18:15, 18:24, 18:25, 19:6, 19:9</p> <p>failed ^[1] - 7:22</p> <p>failing ^[1] - 7:15</p> <p>failure ^[1] - 7:14</p> <p>fair ^[1] - 8:22</p> <p>fairly ^[2] - 17:25, 18:2</p> <p>faith ^[1] - 8:13</p> <p>far ^[1] - 12:15</p> <p>fatal ^[1] - 8:7</p> <p>favor ^[1] - 23:5</p> <p>federal ^[1] - 18:1</p> <p>Federal ^[18] - 12:14, 15:18, 15:20, 16:25, 17:5, 17:7, 17:9, 17:11, 19:25, 20:6, 22:17, 24:4, 24:14, 24:17, 25:11, 34:8, 35:14, 37:7</p> <p>figure ^[3] - 21:3, 21:9, 36:3</p> <p>file ^[3] - 13:15, 13:16, 13:17</p> <p>filed ^[10] - 4:1, 7:4, 7:24, 11:24, 11:25, 13:14, 15:5, 17:22, 37:17, 38:4</p> <p>filing ^[1] - 38:6</p> <p>final ^[1] - 15:13</p> <p>finance ^[1] - 30:5</p> <p>financial ^[2] - 31:2, 31:23</p> <p>financially ^[2] - 29:25, 30:23</p> <p>fine ^[2] - 36:15, 36:19</p> <p>first ^[7] - 6:22, 9:1, 11:16, 15:19, 21:15, 26:14, 29:11</p> <p>firsthand ^[1] - 6:17</p> <p>fit ^[1] - 23:24</p> <p>fix ^[1] - 13:15</p> <p>flaws ^[1] - 8:7</p> <p>follow ^[1] - 24:24</p> <p>following ^[2] - 3:3, 33:12</p> <p>FOR ^[1] - 1:2</p> <p>force ^[1] - 7:18</p>	<p>forget ^[1] - 26:21</p> <p>forgive ^[1] - 18:9</p> <p>Fortress ^[38] - 4:14, 4:15, 4:18, 4:24, 5:18, 6:16, 6:19, 6:22, 7:4, 7:24, 11:21, 12:2, 14:7, 19:2, 26:6, 26:9, 26:19, 27:9, 27:18, 27:21, 27:24, 27:25, 28:25, 29:13, 29:21, 30:6, 30:15, 30:17, 31:4, 31:7, 31:13, 31:14, 31:21, 33:1, 33:19, 33:21, 35:18, 37:14</p> <p>Fortress' ^[8] - 6:1, 6:4, 6:7, 6:24, 7:20, 19:3, 26:1, 28:11</p> <p>forward ^[4] - 13:23, 17:14, 18:21, 37:15</p> <p>Foster ^[2] - 3:17, 16:18</p> <p>FOSTER ^[30] - 2:3, 16:17, 21:6, 21:12, 21:22, 22:5, 22:10, 22:17, 23:2, 23:12, 23:16, 24:22, 25:1, 25:21, 25:24, 26:4, 26:8, 26:17, 27:11, 28:4, 28:7, 28:10, 28:14, 28:19, 29:9, 30:8, 31:8, 34:1, 35:4, 35:12</p> <p>FOSTER ^[1] - 36:5</p> <p>four ^[2] - 16:24, 24:14</p> <p>free ^[2] - 7:25, 8:23</p> <p>frequently ^[1] - 22:10</p> <p>front ^[4] - 9:3, 22:21, 27:12, 35:5</p> <p>futile ^[1] - 10:12</p> <p style="text-align: center;">G</p> <p>gifts ^[1] - 13:23</p> <p>given ^[7] - 14:15, 20:1, 20:23, 23:17, 24:18, 27:24, 35:17</p> <p>grab ^[1] - 16:6</p> <p>grant ^[5] - 4:15, 4:25, 7:3, 10:1, 18:9</p> <p>granted ^[2] - 7:25, 25:12</p> <p>great ^[2] - 3:19, 26:20</p> <p>guess ^[3] - 12:6, 26:19, 31:4</p> <p>Gunning ^[1] - 1:24</p>	<p style="text-align: center;">H</p> <p>half ^[1] - 36:16</p> <p>happy ^[6] - 16:7, 16:14, 26:23, 27:2, 29:25, 36:5</p> <p>head ^[1] - 16:23</p> <p>hear ^[2] - 15:12, 16:16</p> <p>held ^[5] - 3:3, 11:8, 20:8, 20:9, 24:15</p> <p>hid ^[2] - 8:18, 10:19</p> <p>history ^[1] - 29:12</p> <p>hit ^[2] - 5:1, 5:3</p> <p>Hite ^[1] - 22:22</p> <p>hold ^[2] - 22:20, 37:9</p> <p>holding ^[2] - 26:19, 27:1</p> <p>Holdings ^[2] - 30:13, 31:12</p> <p>holds ^[1] - 37:24</p> <p>honest ^[2] - 12:9, 31:19</p> <p>Honor ^[23] - 3:9, 3:15, 3:21, 9:18, 11:12, 12:9, 16:17, 20:13, 21:14, 23:13, 25:1, 25:21, 26:18, 27:4, 31:25, 32:4, 34:1, 34:2, 35:6, 35:12, 36:14, 37:2, 38:10</p> <p>Honor's ^[2] - 32:7, 32:21</p> <p>HONORABLE ^[1] - 1:15</p> <p>hopefully ^[1] - 36:24</p> <p style="text-align: center;">I</p> <p>identified ^[3] - 5:21, 5:25, 6:11</p> <p>identify ^[1] - 5:23</p> <p>implement ^[4] - 27:20, 32:23, 33:1, 33:6</p> <p>implicate ^[1] - 34:17</p> <p>important ^[2] - 20:4, 29:21</p> <p>impropriety ^[1] - 36:21</p> <p>IN ^[2] - 1:1, 1:2</p> <p>inaudible ^[1] - 7:10</p> <p>INC ^[1] - 1:4</p> <p>inclined ^[1] - 14:13</p> <p>included ^[3] - 4:14, 6:14, 8:6</p> <p>including ^[6] - 7:7, 17:16, 18:4, 23:24, 24:16, 30:10</p> <p>inconsistent ^[1] - 17:6</p> <p>indicates ^[2] - 6:19, 36:20</p>	<p>indulge ^[1] - 24:2</p> <p>information ^[3] - 8:16, 8:17, 14:8</p> <p>infringement ^[5] - 4:3, 11:23, 12:2, 18:9, 24:3</p> <p>initial ^[1] - 6:2</p> <p>injury ^[7] - 4:2, 8:3, 12:20, 12:23, 17:25, 32:10, 32:15</p> <p>innovation ^[1] - 13:23</p> <p>inquiry ^[5] - 6:23, 7:2, 7:6, 10:23, 21:20</p> <p>instance ^[3] - 11:16, 15:19, 33:3</p> <p>instances ^[1] - 12:15</p> <p>insulate ^[1] - 35:25</p> <p>intent ^[1] - 28:14</p> <p>intentionally ^[1] - 7:11</p> <p>interest ^[3] - 30:21, 30:22, 31:3</p> <p>interested ^[2] - 14:19, 30:24</p> <p>interests ^[2] - 29:16, 29:24</p> <p>International ^[1] - 34:21</p> <p>introduce ^[1] - 12:18</p> <p>invest ^[1] - 6:19</p> <p>investment ^[8] - 4:14, 7:13, 30:14, 30:18, 30:19, 31:16, 31:20</p> <p>investments ^[1] - 30:16</p> <p>investors ^[2] - 30:13, 31:11</p> <p>involves ^[1] - 32:16</p> <p>IPR ^[1] - 15:15</p> <p>irreconcilable ^[3] - 17:8, 19:14, 34:24</p> <p>irrelevant ^[2] - 8:1, 10:19</p> <p>issue ^[23] - 4:4, 9:4, 15:2, 15:9, 15:12, 15:14, 15:17, 15:18, 15:21, 15:23, 16:23, 17:15, 17:19, 17:20, 17:22, 19:18, 22:18, 23:8, 25:17, 32:16, 32:20, 37:23</p> <p>issued ^[1] - 24:16</p> <p>issues ^[5] - 8:17, 9:10, 18:24, 18:25, 19:9</p> <p style="text-align: center;">J</p> <p>Jacobs ^[2] - 3:10, 3:18</p> <p>JACOBS ^[3] - 2:3, 2:8, 3:9</p> <p>JAHN ^[1] - 2:11</p>
---	---	---	--	---

<p>James ^[1] - 16:18 JAMES ^[1] - 2:3 January ^[3] - 16:24, 20:18, 24:13 Jim ^[1] - 3:17 JOYCE ^[1] - 1:18 Judge ^[15] - 9:3, 14:22, 15:8, 15:11, 15:22, 17:10, 18:15, 19:1, 19:5, 26:18, 27:6, 34:24, 35:22, 36:5, 36:20 judges ^[1] - 36:18 judgment ^[2] - 18:2, 31:18 judiciously ^[1] - 14:4 June ^[2] - 5:2, 7:22 jurisdiction ^[8] - 16:21, 17:1, 17:7, 17:16, 19:14, 19:23, 20:5, 34:18 jurisdictional ^[4] - 17:12, 17:14, 19:17, 34:7</p>	<p>18:18, 25:6, 25:8, 36:11 legal ^[7] - 7:10, 7:11, 7:14, 9:8, 9:10, 9:12, 17:20 leisure ^[3] ^[1] - 35:20 lending ^[2] - 29:17, 30:4 length ^[1] - 19:8 letter ^[2] - 16:11, 17:4 letters ^[1] - 18:4 Lexmark ^[5] - 17:6, 17:8, 34:20, 34:24, 35:3 liable ^[1] - 36:12 liberally ^[1] - 20:17 license ^[17] - 4:18, 4:19, 4:20, 6:1, 6:3, 11:22, 22:14, 23:25, 24:15, 24:18, 27:24, 27:25, 28:6, 32:24, 33:9, 33:20, 37:14 licensee ^[5] - 12:16, 22:4, 22:24, 23:10, 32:17 licenses ^[3] - 5:20, 5:22, 18:9 licensing ^[3] - 4:7, 5:16, 5:17 lifted ^[1] - 6:2 likely ^[1] - 18:1 limited ^[1] - 23:22 line ^[4] - 3:11, 13:17, 32:6, 32:21 link ^[1] - 31:23 list ^[1] - 5:21 litigation ^[4] - 8:14, 9:17, 30:5, 30:7 LLC ^[2] - 1:8, 1:18 LLP ^[3] - 2:2, 2:7, 2:11 Loan ^[1] - 30:13 Lobel ^[1] - 3:18 LOBEL ^[1] - 2:2 Lodestar ^[1] - 34:9 Lone ^[36] - 16:25, 17:3, 17:18, 18:6, 18:20, 19:9, 19:12, 19:13, 19:21, 19:22, 20:23, 21:3, 21:4, 21:6, 21:10, 21:12, 21:13, 22:18, 23:17, 23:20, 23:23, 24:1, 24:4, 24:6, 24:12, 24:23, 32:6, 32:7, 34:3, 34:4, 34:9, 34:11, 34:12, 35:7, 35:13, 35:19 look ^[6] - 22:13, 26:20, 29:1, 32:10, 35:6, 38:3</p>	<p>looking ^[3] - 9:21, 12:17, 32:15 lost ^[2] - 20:15, 38:5 low ^[1] - 18:2 Lux ^[5] - 4:12, 4:16, 4:21, 5:25, 12:4 LUXEMBOURG ^[1] - 1:5 Luxembourg ^[3] - 4:5, 17:21, 36:1</p>	<p>Mobility ^[1] - 3:10 model ^[2] - 5:15, 31:15 monetary ^[2] - 26:21, 27:13 money ^[8] - 27:16, 28:24, 29:14, 29:17, 30:4, 30:14, 30:15, 31:9 months ^[2] - 10:17, 16:25 moreover ^[1] - 7:19 MORRIS ^[1] - 2:7 Morris ^[1] - 3:10 Morrow ^[1] - 20:6 most ^[5] - 6:15, 16:22, 18:14, 18:17, 22:17 motion ^[19] - 3:7, 3:20, 3:23, 10:1, 10:3, 11:14, 15:7, 15:10, 16:20, 16:23, 17:19, 21:1, 25:2, 25:16, 25:19, 27:14, 36:4 motions ^[1] - 36:16 motive ^[1] - 36:9 MOTOROLA ^[1] - 1:8 Motorola ^[12] - 3:10, 6:11, 7:7, 7:25, 8:6, 10:16, 14:14, 18:12, 18:14, 21:23, 23:17 Motorola's ^[2] - 4:3, 25:14 move ^[3] - 11:10, 18:21, 36:11 moved ^[4] - 13:22, 13:23, 35:1 MR ^[31] - 3:15, 16:17, 21:6, 21:12, 21:22, 22:5, 22:10, 22:17, 23:2, 23:12, 23:16, 24:22, 25:1, 25:4, 25:21, 25:24, 26:4, 26:8, 26:17, 27:11, 28:4, 28:7, 28:10, 28:14, 28:19, 29:9, 30:8, 31:8, 34:1, 35:4, 35:12 MS ^[36] - 3:9, 3:21, 8:10, 8:21, 9:12, 9:23, 10:3, 10:9, 10:15, 10:25, 11:3, 11:12, 11:25, 12:9, 13:5, 13:8, 13:10, 13:19, 14:10, 14:24, 16:2, 16:6, 16:14, 31:25, 32:4, 33:10, 33:17, 34:22, 37:2, 37:5, 37:7, 37:17, 37:22, 38:2, 38:7,</p>	<p>38:10 Musk ^[1] - 13:21 must ^[3] - 17:24, 19:17, 24:10</p>				
K								
<p>KAREN ^[1] - 2:8 Karen ^[1] - 3:10 keep ^[1] - 36:1 keeping ^[1] - 36:11 kept ^[1] - 30:4 kicked ^[1] - 22:18 kind ^[5] - 8:20, 8:24, 20:15, 29:17, 31:2 knowledge ^[2] - 6:17, 31:14 known ^[1] - 7:12 knows ^[1] - 23:6 Komer ^[1] - 7:19</p>								
L								
<p>lack ^[2] - 3:24, 16:21 lacked ^[2] - 34:14, 37:15 language ^[9] - 18:5, 18:19, 20:17, 22:7, 23:19, 24:1, 24:6, 25:25, 26:5 late ^[1] - 11:10 law ^[11] - 7:10, 12:14, 12:21, 17:1, 17:7, 17:23, 19:23, 20:5, 33:23, 36:6 lawsuit ^[1] - 38:6 least ^[4] - 5:23, 14:19, 24:14, 33:15 leaving ^[1] - 30:9 legacy ^[5] - 17:20,</p>								
M								
<p>Madison ^[1] - 2:12 manage ^[3] - 30:15, 30:18, 31:15 manipulations ^[1] - 35:23 Mann ^[6] - 20:5, 20:16, 20:17, 22:19, 22:21 manufacturing ^[1] - 4:7 March ^[2] - 5:1, 7:15 MARTHA ^[1] - 2:11 Martha ^[2] - 3:11, 3:22 Massachusetts ^[1] - 2:4 material ^[1] - 5:14 matter ^[9] - 6:2, 9:8, 9:10, 9:12, 9:17, 16:21, 18:15, 18:23, 34:18 McNally ^[1] - 17:11 mean ^[17] - 8:23, 10:4, 10:17, 10:25, 11:4, 11:13, 12:6, 13:10, 14:22, 21:19, 23:8, 24:10, 26:13, 28:18, 29:3, 33:8, 35:21 meaning ^[1] - 28:18 means ^[4] - 19:13, 19:15, 28:5, 33:12 meant ^[1] - 23:14 meet ^[3] - 7:14, 7:22, 18:11 mention ^[1] - 19:24 met ^[6] - 6:9, 27:13, 28:23, 28:24, 29:21, 33:4 methodically ^[1] - 25:7 Microsoft ^[1] - 20:7 might ^[2] - 19:4, 28:21 Miller ^[1] - 9:21 minimum ^[5] - 5:2, 5:3, 7:15, 7:22, 33:4 minute ^[2] - 20:10, 25:15 mistakenly ^[1] - 17:12 MOBILITY ^[1] - 1:8</p>					N			
<p>named ^[1] - 3:24 narrowly ^[1] - 24:10 nature ^[1] - 28:21 necessary ^[1] - 14:8 need ^[3] - 19:8, 20:25, 30:1 needed ^[2] - 15:20, 33:5 needs ^[1] - 27:2 New ^[2] - 7:9, 33:23 NICHOLS ^[1] - 2:7 Nichols ^[1] - 3:10 NO ^[1] - 1:9 nobody ^[2] - 20:12, 37:15 nonexclusive ^[3] - 18:16, 24:15, 35:18 Northern ^[1] - 14:12 nothing ^[8] - 6:3, 23:9, 26:25, 27:2, 27:8, 27:21, 36:8, 36:19 November ^[2] - 4:1, 37:18 nuance ^[1] - 14:24 nuanced ^[1] - 4:25 nub ^[1] - 8:25 nullity ^[1] - 12:7 number ^[4] - 14:25, 15:4, 19:23, 30:17</p>								
O								
<p>o'clock ^[1] - 1:12 O'Kelly ^[2] - 3:16 O'KELLY ^[3] - 1:18, 1:19, 3:15 O'Malley ^[1] - 34:24 obstacle ^[1] - 33:19 obtaining ^[1] - 4:6 obtains ^[1] - 4:8 obviously ^[3] - 11:14, 13:2, 16:7 occurs ^[1] - 33:13 October ^[1] - 1:12 OF ^[1] - 1:2 offhand ^[1] - 16:3 Official ^[1] - 1:24 old ^[1] - 22:10 once ^[5] - 4:15, 13:14, 28:5, 28:7, 33:13 one ^[13] - 4:11, 11:4, 12:1, 15:8, 18:4, 18:8, 20:19, 21:2,</p>								

<p>22:19, 23:12, 32:22, 37:9, 37:17</p> <p>ones [1] - 22:22</p> <p>ongoing [3] - 10:15, 10:22, 15:24</p> <p>opening [1] - 12:10</p> <p>operate [2] - 7:9, 7:19</p> <p>opinion [4] - 20:1, 23:23, 34:25, 35:22</p> <p>opponents [1] - 18:16</p> <p>opportunity [1] - 14:15</p> <p>oral [1] - 19:24</p> <p>order [1] - 35:5</p> <p>ordinary [1] - 31:11</p> <p>original [1] - 38:6</p> <p>otherwise [2] - 14:2, 16:19</p> <p>ought [1] - 36:3</p> <p>outcome [1] - 31:3</p> <p>outset [1] - 37:11</p> <p>outside [1] - 5:21</p> <p>own [4] - 4:5, 4:25, 9:16, 13:25</p> <p>owned [1] - 30:12</p> <p>owner [8] - 12:16, 13:3, 13:5, 13:11, 13:12, 13:19, 13:20, 13:22</p> <p>owners [1] - 31:1</p> <p>owns [2] - 30:19</p>	<p>past [1] - 35:17</p> <p>patent [35] - 4:8, 4:11, 4:17, 4:19, 6:3, 11:8, 11:23, 12:2, 12:8, 12:11, 12:16, 13:3, 13:5, 13:11, 13:12, 13:19, 13:20, 13:22, 13:25, 15:1, 15:2, 17:1, 17:23, 18:18, 20:3, 20:12, 21:16, 22:9, 23:1, 24:12, 24:19, 25:5, 30:10, 30:11, 32:24</p> <p>patents [11] - 4:7, 4:11, 5:6, 5:12, 5:16, 5:17, 7:16, 13:22, 13:23, 35:24</p> <p>pending [2] - 15:15, 36:4</p> <p>people [1] - 12:6</p> <p>percent [2] - 30:12, 30:20</p> <p>percentage [1] - 31:15</p> <p>performance [3] - 6:23, 7:1, 31:20</p> <p>perhaps [1] - 35:25</p> <p>period [2] - 13:6, 33:5</p> <p>phone [1] - 3:17</p> <p>phrase [1] - 23:17</p> <p>pig [1] - 27:2</p> <p>pike [1] - 20:16</p> <p>plaintiff [19] - 4:2, 10:19, 10:20, 16:16, 17:24, 18:8, 18:10, 18:18, 20:1, 20:3, 20:8, 20:9, 21:24, 23:3, 23:18, 24:5, 24:14, 25:9, 37:16</p> <p>plaintiffs [8] - 3:14, 8:2, 10:18, 11:15, 23:24, 24:2, 25:6, 25:8</p> <p>Plaintiffs [2] - 1:6, 2:5</p> <p>plaintiffs' [1] - 3:24</p> <p>play [3] - 4:22, 4:23, 4:24</p> <p>pleases [1] - 14:3</p> <p>pocket [1] - 31:10</p> <p>point [11] - 16:23, 18:24, 19:7, 22:12, 25:15, 26:25, 27:18, 32:22, 34:2, 34:23, 34:24</p> <p>pointed [3] - 17:5, 18:3, 18:12</p> <p>pondering [1] - 9:24</p> <p>pool [9] - 30:13, 30:14, 30:16, 30:18, 30:19, 31:16, 31:20</p> <p>pools [1] - 30:18</p>	<p>portfolio [3] - 15:2, 25:5, 30:10</p> <p>position [6] - 4:1, 4:6, 8:20, 23:21, 30:25, 37:12</p> <p>possesses [1] - 17:13</p> <p>possible [1] - 35:17</p> <p>possibly [2] - 12:13, 35:24</p> <p>potentially [1] - 15:12</p> <p>practice [2] - 20:7, 25:12</p> <p>practicing [1] - 24:12</p> <p>preceded [1] - 38:6</p> <p>precise [3] - 9:9, 18:19, 27:11</p> <p>prejudice [6] - 5:24, 9:14, 9:19, 10:16, 10:22</p> <p>prejudicial [1] - 10:10</p> <p>pretrial [1] - 15:13</p> <p>pretty [4] - 23:7, 31:25, 33:8, 36:24</p> <p>prevent [1] - 8:5</p> <p>primarily [1] - 12:15</p> <p>Prince [1] - 3:18</p> <p>PRINCE [1] - 2:2</p> <p>problem [7] - 6:20, 6:22, 17:9, 23:21, 25:15, 36:10, 36:13</p> <p>procedural [4] - 27:19, 29:22, 32:23, 32:25</p> <p>proceed [1] - 34:14</p> <p>proceeds [1] - 34:15</p> <p>produce [1] - 9:5</p> <p>Productions [1] - 22:23</p> <p>profess [1] - 6:16</p> <p>professes [1] - 7:20</p> <p>profession [2] - 20:10, 20:15</p> <p>prolific [1] - 4:11</p> <p>pronounced [1] - 23:2</p> <p>proper [2] - 10:4, 10:6</p> <p>properly [1] - 6:5</p> <p>protect [4] - 7:5, 26:6, 29:15, 29:24</p> <p>protection [1] - 29:17</p> <p>prove [1] - 8:4</p> <p>provide [1] - 29:16</p> <p>provided [2] - 5:20, 15:7</p> <p>provision [1] - 4:14</p> <p>provisions [1] - 29:16</p> <p>prudential [1] - 32:9</p> <p>public [2] - 5:22, 13:24</p> <p>purported [1] - 4:20</p>	<p>purpose [5] - 29:4, 29:5, 29:7, 36:2</p> <p>purposes [1] - 27:14</p> <p>pursuant [1] - 10:2</p> <p>push [1] - 20:11</p> <p>put [3] - 8:5, 29:2, 37:10</p> <p>puts [1] - 29:14</p>	<p>relevance [2] - 21:10, 21:14</p> <p>relevant [17] - 8:17, 9:6, 9:8, 9:10, 9:12, 9:14, 9:20, 9:23, 9:24, 10:13, 10:15, 10:20, 10:23, 10:25, 11:3, 21:19, 21:20</p> <p>relinquish [2] - 7:12, 12:6</p> <p>relinquished [1] - 7:3</p> <p>remanded [1] - 15:22</p> <p>remark [1] - 12:10</p> <p>remedy [1] - 37:20</p> <p>remember [2] - 20:7, 22:22</p> <p>removes [1] - 33:19</p> <p>replacing [2] - 25:7, 25:8</p> <p>Reporter [1] - 1:24</p> <p>representation [1] - 5:8</p> <p>representations [1] - 5:14</p> <p>represented [3] - 5:5, 5:11, 5:20</p> <p>request [1] - 25:11</p> <p>requested [1] - 14:5</p> <p>required [2] - 5:1, 5:3</p> <p>requirement [1] - 6:10</p> <p>resolve [1] - 17:16</p> <p>resolved [3] - 17:15, 19:7, 37:22</p> <p>respect [4] - 11:14, 12:18, 20:25, 32:20</p> <p>responding [1] - 10:20</p> <p>response [3] - 25:14, 25:16, 36:16</p> <p>responses [1] - 9:5</p> <p>result [3] - 15:11, 17:18, 30:25</p> <p>revenue [13] - 4:13, 5:2, 5:3, 5:4, 5:10, 5:15, 5:18, 6:10, 7:15, 7:17, 7:22, 32:25, 33:4</p> <p>rights [32] - 4:25, 6:4, 6:7, 7:12, 8:2, 12:17, 13:17, 13:21, 14:1, 17:13, 21:4, 21:16, 21:20, 21:25, 22:3, 22:7, 22:15, 22:16, 23:1, 23:14, 23:15, 23:19, 24:1, 24:3, 24:6, 27:1, 29:1, 33:20, 34:10, 35:13, 35:15, 35:24</p> <p>Rite [1] - 22:22</p> <p>Rite-Hite [1] - 22:22</p>
Q				
<p>QUARLES [1] - 2:11</p> <p>Quarles [2] - 3:11, 3:22</p> <p>questions [4] - 16:15, 20:13, 21:1, 24:23</p> <p>quick [1] - 36:25</p> <p>quoted [3] - 18:5, 18:19, 20:17</p> <p>quoting [2] - 34:19</p>				
R				
<p>raised [1] - 15:19</p> <p>rather [1] - 25:10</p> <p>re [1] - 19:17</p> <p>re-examined [1] - 19:17</p> <p>reach [1] - 19:9</p> <p>read [5] - 20:16, 32:13, 32:21, 35:19, 36:24</p> <p>reading [2] - 19:21, 32:24</p> <p>reads [1] - 25:25</p> <p>ready [1] - 37:5</p> <p>really [2] - 26:20, 26:25</p> <p>reason [2] - 19:11, 26:9</p> <p>reasonable [4] - 26:3, 26:4, 26:13, 28:11</p> <p>reasons [1] - 19:17</p> <p>recently [2] - 14:18, 34:16</p> <p>recognize [1] - 19:12</p> <p>reconsideration [1] - 15:11</p> <p>record [3] - 36:8, 36:19, 36:20</p> <p>records [1] - 5:23</p> <p>recurrence [1] - 5:18</p> <p>redressed [1] - 18:1</p> <p>referring [1] - 32:23</p> <p>refile [2] - 13:16, 37:23</p> <p>refiled [1] - 37:24</p> <p>regarding [1] - 36:9</p> <p>regular [1] - 29:20</p> <p>relationship [1] - 4:19</p>				
P				
<p>p.m [3] - 1:12, 3:4, 38:11</p> <p>page [3] - 26:10, 34:20, 35:6</p> <p>pages [1] - 34:3</p> <p>paid [1] - 31:15</p> <p>Palmer [3] - 14:15, 14:18, 26:23</p> <p>Palmer's [1] - 14:13</p> <p>papers [3] - 14:11, 16:1, 25:5</p> <p>parent [1] - 30:17</p> <p>part [1] - 12:10</p> <p>particular [4] - 18:3, 28:20, 28:22, 29:19</p> <p>parties [8] - 5:10, 5:23, 7:7, 11:7, 17:17, 28:14, 29:5, 29:10</p> <p>parties' [1] - 7:18</p> <p>party [13] - 10:6, 12:12, 12:19, 17:13, 20:2, 24:18, 25:2, 26:18, 27:1, 27:5, 29:17, 32:18</p> <p>passes [1] - 28:23</p>				

<p>roll ^[1] - 3:7</p> <p>royalties ^[2] - 18:10, 24:5</p> <p>royalty ^[1] - 7:25</p> <p>royalty-free ^[1] - 7:25</p> <p>rule ^[1] - 20:19</p> <p>Rule ^[2] - 9:20, 25:13</p> <p>ruled ^[1] - 18:16</p> <p>ruling ^[1] - 14:14</p> <p>run ^[1] - 31:21</p>	<p>signed ^[1] - 5:5</p> <p>significant ^[1] - 4:13</p> <p>Significant ^[1] - 30:12</p> <p>Silicon ^[1] - 23:18</p> <p>similar ^[1] - 14:12</p> <p>similarly ^[2] - 4:22, 32:13</p> <p>simply ^[3] - 12:23, 25:10, 36:14</p> <p>single ^[2] - 19:15, 35:16</p> <p>situation ^[4] - 13:13, 20:8, 20:11, 20:18</p> <p>situations ^[1] - 24:11</p> <p>six ^[2] - 5:23, 14:2</p> <p>slate ^[1] - 7:21</p> <p>SNYDER ^[37] - 2:11, 3:21, 8:10, 8:21, 9:12, 9:23, 10:3, 10:9, 10:15, 10:25, 11:3, 11:12, 11:25, 12:9, 13:5, 13:8, 13:10, 13:19, 14:10, 14:24, 16:2, 16:6, 16:14, 25:4, 31:25, 32:4, 33:10, 33:17, 34:22, 37:2, 37:5, 37:7, 37:17, 37:22, 38:2, 38:7, 38:10</p> <p>Snyder ^[2] - 3:11, 3:22</p> <p>so-called ^[1] - 34:17</p> <p>sometimes ^[4] - 4:8, 25:9, 25:10, 36:18</p> <p>sorry ^[4] - 9:23, 10:25, 17:6, 34:20</p> <p>sort ^[2] - 30:18, 33:21</p> <p>sounds ^[2] - 32:6, 32:21</p> <p>south ^[1] - 29:15</p> <p>specific ^[1] - 18:5</p> <p>spell ^[1] - 8:12</p> <p>stage ^[2] - 11:10, 11:17</p> <p>stake ^[1] - 30:6</p> <p>standard ^[2] - 10:1, 25:12</p> <p>standing ^[43] - 3:25, 8:7, 8:15, 9:15, 11:16, 11:23, 12:1, 15:14, 15:18, 17:1, 17:7, 17:22, 17:23, 18:7, 18:21, 20:3, 20:5, 20:9, 20:12, 20:20, 20:22, 21:11, 23:20, 24:15, 25:15, 25:17, 32:9, 32:15, 32:19, 34:5, 34:7, 34:8, 34:12, 34:14, 34:15, 34:17, 35:1, 35:2, 35:8, 35:11,</p>	<p>37:15, 37:25</p> <p>stands ^[2] - 6:18, 9:16</p> <p>Star ^[36] - 16:25, 17:3, 17:18, 18:6, 18:20, 19:9, 19:12, 19:13, 19:21, 19:22, 20:24, 21:3, 21:4, 21:6, 21:10, 21:13, 22:18, 23:17, 23:20, 23:23, 24:1, 24:4, 24:6, 24:12, 24:23, 32:6, 32:7, 34:3, 34:4, 34:9, 34:11, 34:13, 35:7, 35:13, 35:19</p> <p>start ^[4] - 3:8, 20:19, 22:22, 23:8</p> <p>starts ^[1] - 34:18</p> <p>state ^[1] - 31:2</p> <p>STATES ^[1] - 1:1</p> <p>states ^[3] - 6:3, 7:18, 21:15</p> <p>statutory ^[7] - 21:4, 21:7, 32:9, 32:15, 34:15, 34:17, 35:2</p> <p>stay ^[1] - 15:7</p> <p>stayed ^[1] - 15:15</p> <p>step ^[1] - 9:25</p> <p>steps ^[7] - 27:19, 29:22, 29:23, 30:1, 32:23, 33:1, 33:5</p> <p>stick ^[1] - 23:6</p> <p>still ^[6] - 13:2, 19:6, 20:3, 26:12, 31:5</p> <p>stipulations ^[1] - 5:24</p> <p>stockholder ^[1] - 30:22</p> <p>stream ^[1] - 5:18</p> <p>strict ^[1] - 31:13</p> <p>strictly ^[1] - 34:7</p> <p>Subheading ^[1] - 35:7</p> <p>subject ^[5] - 5:7, 5:12, 10:21, 16:21, 34:18</p> <p>sublicense ^[12] - 6:2, 7:3, 7:5, 7:7, 7:25, 12:3, 18:17, 20:2, 28:15, 32:17, 33:20, 35:18</p> <p>sublicenses ^[2] - 4:15, 4:25</p> <p>sublicensing ^[2] - 6:4, 6:7</p> <p>submission ^[2] - 4:4, 18:12</p> <p>submit ^[1] - 16:7</p> <p>submits ^[1] - 6:15</p> <p>submitted ^[6] - 17:3, 17:4, 18:4, 19:2, 19:22, 24:7</p> <p>subsequent ^[3] - 6:14, 7:13, 15:10</p>	<p>substance ^[1] - 14:16</p> <p>substantial ^[5] - 17:13, 21:20, 21:24, 22:7, 22:15</p> <p>substantially ^[2] - 22:15, 23:1</p> <p>substitute ^[1] - 10:3</p> <p>substitutes ^[1] - 25:10</p> <p>substituting ^[1] - 36:15</p> <p>substitution ^[1] - 10:11</p> <p>successful ^[1] - 25:9</p> <p>sue ^[3] - 5:21, 11:22, 12:1</p> <p>sued ^[1] - 13:12</p> <p>suffer ^[1] - 14:3</p> <p>suffered ^[3] - 4:2, 8:3, 8:7</p> <p>suffers ^[1] - 17:25</p> <p>sufficient ^[1] - 18:11</p> <p>sufficiently ^[1] - 12:3</p> <p>suggest ^[1] - 36:9</p> <p>suggesting ^[1] - 27:4</p> <p>suing ^[1] - 21:24</p> <p>suit ^[8] - 11:24, 11:25, 13:14, 13:15, 17:22, 35:24, 37:16, 37:17</p> <p>summary ^[1] - 8:20</p> <p>support ^[1] - 19:23</p> <p>suppose ^[2] - 27:18, 29:21</p> <p>supposed ^[2] - 10:7, 22:13</p> <p>Supreme ^[4] - 17:6, 17:24, 19:14, 34:16</p> <p>suspect ^[1] - 31:22</p> <p>suspects ^[1] - 35:23</p> <p>swimmingly ^[1] - 30:3</p>	<p>9:25, 10:7, 10:13, 10:23, 11:2, 11:11, 11:20, 12:5, 13:4, 13:7, 13:9, 13:18, 14:5, 14:21, 15:25, 16:4, 16:9, 16:16, 21:2, 21:9, 21:18, 22:1, 22:6, 22:12, 22:20, 23:5, 23:14, 24:21, 24:25, 25:3, 25:20, 25:22, 26:2, 26:5, 26:12, 27:8, 27:23, 28:5, 28:9, 28:13, 28:16, 29:7, 30:6, 31:4, 31:24, 32:2, 33:7, 33:11, 33:25, 34:11, 34:23, 35:9, 35:21, 36:22, 37:4, 37:6, 37:9, 37:19, 38:1, 38:5, 38:8</p> <p>thee ^[1] - 36:19</p> <p>themselves ^[2] - 23:25, 24:2</p> <p>therefore ^[2] - 37:14, 37:15</p> <p>third ^[5] - 12:18, 12:19, 20:2, 24:18, 32:17</p> <p>three ^[3] - 19:25, 24:17, 30:3</p> <p>threshold ^[1] - 34:13</p> <p>throughout ^[1] - 19:16</p> <p>Thursday ^[1] - 1:12</p> <p>titled ^[1] - 35:10</p> <p>today ^[1] - 4:4</p> <p>tomorrow ^[1] - 37:23</p> <p>touch ^[1] - 32:5</p> <p>traced ^[1] - 17:25</p> <p>transfer ^[4] - 14:2, 22:14, 22:25, 32:16</p> <p>transferred ^[2] - 25:5, 30:11</p> <p>transfers ^[1] - 20:21</p> <p>treated ^[1] - 17:12</p> <p>triggered ^[1] - 4:15</p> <p>triggers ^[1] - 6:5</p> <p>troubled ^[3] - 9:2, 12:5, 12:13</p> <p>true ^[5] - 5:9, 19:1, 20:10, 21:12, 28:21</p> <p>trying ^[6] - 8:24, 21:3, 21:9, 24:9, 29:8, 36:2</p> <p>TUNNELL ^[1] - 2:7</p> <p>turn ^[1] - 36:23</p> <p>turned ^[2] - 6:4, 6:7</p> <p>two ^[7] - 8:9, 12:17, 19:24, 21:13, 30:2, 32:22, 37:24</p>
<p>S</p> <p>S.A ^[2] - 1:5, 4:5</p> <p>sake ^[2] - 8:12, 9:2</p> <p>sanction ^[2] - 36:2, 36:12</p> <p>sanctions ^[1] - 36:12</p> <p>satisfaction ^[6] - 19:3, 26:1, 26:3, 26:4, 26:14, 28:12</p> <p>satisfied ^[2] - 26:21, 29:1</p> <p>satisfies ^[1] - 18:20</p> <p>satisfy ^[1] - 18:6</p> <p>school ^[1] - 36:6</p> <p>seal ^[1] - 14:17</p> <p>SEAN ^[1] - 1:19</p> <p>Sean ^[1] - 3:16</p> <p>second ^[4] - 7:8, 21:2, 34:20, 37:10</p> <p>section ^[1] - 35:10</p> <p>Section ^[3] - 7:17, 33:8, 35:10</p> <p>secure ^[3] - 6:14, 7:9, 7:10</p> <p>secured ^[1] - 6:21</p> <p>see ^[1] - 16:6</p> <p>send ^[1] - 16:10</p> <p>sense ^[3] - 29:3, 29:10, 33:7</p> <p>separate ^[1] - 30:12</p> <p>served ^[2] - 5:6, 29:4</p> <p>set ^[3] - 4:25, 11:6, 30:2</p> <p>setting ^[1] - 20:18</p> <p>share ^[1] - 31:7</p> <p>sharing ^[6] - 4:13, 5:4, 5:10, 6:10, 7:17, 32:25</p> <p>shell ^[1] - 35:25</p> <p>shops ^[1] - 4:12</p> <p>shortfall ^[1] - 27:15</p> <p>shoulder ^[1] - 33:22</p> <p>show ^[4] - 11:4, 11:5, 11:9, 17:25</p> <p>shown ^[1] - 6:9</p> <p>shrug ^[1] - 33:21</p> <p>sides ^[1] - 17:4</p>	<p>T</p> <p>talks ^[2] - 21:8, 34:16</p> <p>targets ^[3] - 27:13, 29:19, 29:20</p> <p>Telephone ^[1] - 1:13</p> <p>telephone ^[2] - 3:3, 38:11</p> <p>term ^[2] - 15:13, 24:4</p> <p>terminate ^[1] - 6:25</p> <p>terms ^[7] - 6:14, 6:24, 8:14, 9:10, 12:21, 33:24</p> <p>test ^[1] - 18:11</p> <p>testimony ^[2] - 14:14, 29:10</p> <p>Textile ^[1] - 22:23</p> <p>THE ^[70] - 1:1, 1:2, 3:6, 3:13, 3:19, 8:8, 8:11, 8:23, 9:20,</p>			

TYE ^[1] - 2:2 Tye ^[1] - 3:18	upfront ^[1] - 27:25 upsets ^[1] - 19:18 USA ^[6] - 1:4, 4:17, 4:21, 5:25, 12:4, 17:21 USA's ^[1] - 4:20 uses ^[3] - 23:20, 24:4, 24:12
U	V
U.S.D.C.J ^[1] - 1:15 ulterior ^[1] - 36:9 umbrella ^[1] - 23:24 unambiguous ^[1] - 28:17 under ^[16] - 7:9, 7:16, 8:1, 10:14, 10:24, 14:17, 18:19, 23:24, 24:1, 24:6, 25:12, 27:19, 33:23, 35:6, 37:24 undermined ^[2] - 12:3 undermines ^[1] - 12:19 unfettered ^[2] - 20:2, 24:17 UNILOC ^[2] - 1:4 uniloc ^[1] - 30:11 Uniloc ^[64] - 3:16, 4:5, 4:10, 4:12, 4:16, 4:17, 4:20, 4:21, 5:1, 5:2, 5:5, 5:11, 5:19, 5:25, 6:6, 6:8, 6:9, 6:12, 6:13, 6:15, 6:18, 6:19, 6:24, 7:1, 7:22, 8:1, 8:5, 11:7, 11:17, 12:11, 15:5, 16:18, 17:21, 18:13, 23:18, 25:2, 25:6, 25:8, 25:17, 26:6, 26:10, 26:25, 27:4, 29:12, 30:11, 30:19, 30:20, 30:25, 31:1, 31:10, 31:12, 34:9, 35:15, 35:16, 35:24, 35:25, 36:10, 36:14, 36:21, 37:15 Uniloc's ^[11] - 4:5, 5:15, 6:20, 6:23, 7:9, 7:14, 8:7, 12:4, 15:1, 35:23 unique ^[1] - 17:23 UNITED ^[1] - 1:1 unless ^[3] - 16:19, 21:1, 34:2 unreasonable ^[1] - 26:7 unsophisticated ^[1] - 12:12 up ^[13] - 5:18, 8:5, 9:21, 13:21, 15:16, 17:15, 20:18, 22:11, 24:24, 26:9, 30:2, 31:10, 31:21 upended ^[1] - 17:1	Valerie ^[1] - 1:24 valid ^[3] - 5:7, 5:12, 5:17 validity ^[2] - 5:8, 5:13 various ^[2] - 29:14, 35:24 vein ^[1] - 32:11 versus ^[2] - 20:6, 32:20 view ^[1] - 26:17 viewed ^[1] - 26:18 viewing ^[1] - 32:7 views ^[1] - 7:20 virtually ^[1] - 20:2 voice ^[1] - 25:18 vs ^[1] - 1:7
	W
	wait ^[6] - 14:21, 20:10, 22:20, 25:14, 34:19 waited ^[1] - 11:5 waive ^[1] - 7:11 waived ^[2] - 6:13, 28:25 waiver ^[2] - 7:19, 32:20 wants ^[2] - 36:11, 36:14 wealthy ^[1] - 30:13 whole ^[2] - 5:6, 7:1 WiAV ^[3] - 22:22, 23:3 Wilmington ^[1] - 1:11 windfall ^[1] - 31:8 winning ^[1] - 6:18 wiping ^[1] - 7:21 Wisconsin ^[1] - 2:12 word ^[3] - 19:6, 24:10, 28:18 works ^[1] - 27:23 Wright ^[1] - 9:21 writing ^[1] - 6:13
	Y
	years ^[2] - 30:3, 37:24 York ^[2] - 7:10, 33:23 younger ^[1] - 19:12